

TROY LAW, PLLC

ATTORNEYS / COUNSELORS AT LAW

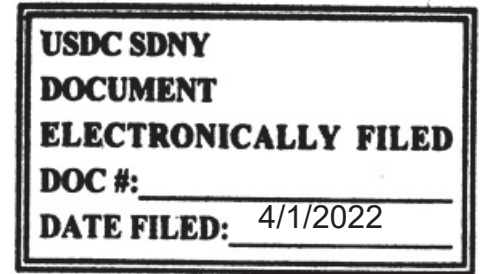
Tel: (718) 762-1324 troylaw@troypllc.com Fax: (718) 762-1342

41-25 Kissena Boulevard, Suite 103, Flushing, NY 11355

March 31, 2022

Via ECF

Hon. Robert W. Lehrburger, U.S.M.J.
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007



Re: Consent Motion for Extension of Time to Submit Settlement Agreement & Plaintiffs' Motion (not on consent) for Conference
Geng v. Shu Han Ju II Corp, No. 18-cv-12220 (RWL), (S.D.N.Y.)

Your Honor,

I represent the Plaintiffs in the above-referenced matter. I write respectfully, and with the consent of Defense counsel, to request that the time for Plaintiffs, and appearing Defendants (the Parties) to submit an executed settlement agreement be extended to April 30, 2022. The deadline was previously extended from March 11, 2022 to March 31, 2022 following a consent motion filed on March 10, 2022. *See* Dkt. Nos. 128, 129.

I also write, on behalf of Plaintiffs alone, to request that the Court convene a status conference on April 11, 2022 before 12:00 to deter further extended delays.

Background

Since the March 11, 2022 consent motion, I asked Defense counsel if he has any changes to make, or if the agreement is acceptable as is, by email on March 14, 2022, March 16, 2022, March 17, 2022, and March 18, 2022. Only on March 18, 2022 did I hear back, that Defense counsel was still working on the agreement. I didn't hear back from him thereafter, and reminded him on March 23, 2022 by email that we had only a week to file. He replied later that day that his clients needed to work out the allocation of responsibility for payment between them, and that he would send a revised agreement to me on March 24, 2022.

Rather than send a revised agreement, he proposed by email that 1) only Shu Han Ju Restaurant, LLC and John Hwang be responsible for payments of the installments beyond the first; and 2) that Shu Han Ju Restaurant, LLC be responsible for 75 percent of each installment, with John Hwang responsible for the remaining 25 percent. We did not agree, replying that the Settling Defendants should be jointly and severally liable for the settlement amount, and that if they wanted to work out an allocation of responsibility for payment between them, they could, but it should not be included in this agreement and should not delay the drafting of this agreement.

Defense counsel did not reply, and I asked him on March 28, 2022 whether the current agreement was acceptable or if he intended to make changes. I received no reply, so on March 30,

Hon. Robert W. Lehrburger, U.S.M.J.

March 31, 2022

Geng v. Shu Han Ju II Corp, No. 18-cv-12220 (RWL), (S.D.N.Y.)

Page 2 of 2

2022, I proposed asking for another extension and for Defense counsel's availability for a conference with the Court to explain the reason for the protracted delays and non-communication.

Defense counsel explained that he was busy in other cases, and agreed to a 30-day extension. Both counsel are available for a conference on April 11, 2022, before 12:00 PM. However, Defense counsel did not agree to join in Plaintiffs' request for a conference.

For the above-stated reasons, I ask respectfully, and with the consent of Defense counsel, that the Parties' time to submit an executed settlement agreement be extended to April 30, 2022. I further request on behalf of Plaintiffs that the Court convene a status conference on the morning of April 11, 2022.

We thank the Court for its attention to and consideration of this matter.

Respectfully submitted,
TROY LAW, PLLC

/s/ Aaron B. Schweitzer

Aaron Schweitzer

Attorney for Plaintiffs


cc: via ECF

all counsel of record

/asb

Extension granted. No further extensions are likely to be granted. The Court will schedule a conference call with counsel for the parties.

SO ORDERED:

 4/1/2022
HON. ROBERT W. LEHRBURGER
UNITED STATES MAGISTRATE JUDGE